

REMARKS/ARGUMENTS

Claims 4, 8, 9, 11-13, 18, 24-36, and 39-43 are pending. The Office Action rejects all the pending claims under 35 U.S.C. §103 as unpatentable over Conklin (U.S. Patent No. 6,141,653) in view of Cornelius (U.S. Patent No. 7,069,234) and Barnes (U.S. 5,970,475). Reconsideration is respectfully requested in view of the following remarks.

Independent claim 4 recites, *inter alia*,

the system is configured to recognize different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement;

the system is configured to recognize different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; and

the system is configured so that the proposed modifications to the purchase order agreement, and the accepting proposed modifications to the purchase order agreement, are allowed by the microprocessor based on the respective buyer and seller agents' rights.

The Office Action cites to Cornelius as teaching these features, in a disclosure of a workflow management system. Applicants respectfully disagree.

Cornelius discloses a network system for initiation of agreements between buyers and sellers. The first portion of Cornelius' disclosure, through column 35, line 15, is primarily directed to describing this network system; it is this part of Cornelius that is related to Conklin's disclosure of a "negotiation system and method" as cited in the Office Action.

The second part of Cornelius' disclosure, from column 35, line 16 onward, describe software development frameworks and environments that can be used to create the network system described in the first part of the disclosure. Notably, this introduces a second type of "user," i.e., a developer of the system itself, as opposed to an end user of the completed system. It is this second part of Cornelius' disclosure upon which the Office Action relies as disclosing the recited buyer and seller rights features.

For example, the “Workflow Management” disclosed at columns 75-76 relates to workflow of software development business processes, as evidenced by at least column 75, lines 43-46:

Workflow Management can be applied to many processes within the development environment, such as quality assurance, migration, design/construction, system test, and standards development.

(Emphasis added.) Similarly, the “access control functions” and read/write/delete/modify rights cited in column 81, lines 49-55, relate to rights and access control of developers, not end users of Cornelius’ system, as do the role-based control techniques disclosed at column 96, lines 20-34:

a) Does the Tool Use Role-Based Access Control?

Role-based access control establishes access rights and profiles based on job functions within the environment. If different access rights are required for security administrators vs. code developers vs. code reviewers vs. testers, then the correct access can be established based on these functions.

(Emphasis added.) The only cited portion of Cornelius that relates to buyers and sellers within the operating system, i.e., the end users of the system, is in column 34, which suggests authenticating a buyer using a password. However, this authentication is simply unrelated to the developer-based access rights disclosed in the later portions of Cornelius.

Thus, the portions of Cornelius relied upon by the Office Action do not disclose anything related to the use of specific access rights for buyers and/or sellers, i.e., the end users of Cornelius’ system. There is no suggestion in Cornelius that the network system can or should apply the development framework principles that were used to design the system initially, to the end users of the system.

One of skill in the art also would have no reason to make such a modification to Cornelius or to a proposed Conklin/Cornelius system. The access principles in Cornelius are directed to restricting use of programming or other development resources, for example to control who can modify source code of the application. Users of the operational system would have no reason to seek access to the underlying software, nor would there be any reason to provide such access even in a limited fashion. Similarly, the other “workflows,” role

assignments, and grants of authority are placed in a context that would be pointless to or unusable by any end users of the system, i.e., buyers and sellers.

The Office Action also cites to Barnes as explicitly disclosing that techniques of the other references can be used in a purchase order environment. However, this does not remedy the basic deficiency identified above with respect to Cornelius. The techniques disclosed by Cornelius relate to the development and programming of a selling system. Even if somehow used “in a purchase order environment,” there is no explicit or implicit teaching in Barnes to suggest that the relevant features from Cornelius should be adapted not only for use in a different part of the buying and selling process, but for an entirely different type of user. One of skill in the art would not find it obvious to incorporate software development techniques from Cornelius directly into the end user program, for use by buyers and sellers instead of programmers. Therefore, claim 4 is not rendered obvious by the cited art.

Independent claims 18, 24, and 32 recite similar features to those discussed with respect to claim 4, and are allowable for at least the same reasons. The dependent claims are allowable for at least the same reasons as the independent claims, and withdrawal of the rejections is respectfully requested.

CONCLUSION

Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at the number listed below.

Respectfully Submitted,

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